

END USER LICENSE AGREEMENT FOR O&O RESCUEBOX 5 (EULA)

IMPORTANT – PLEASE READ CAREFULLY

This end user license agreement is a legally binding contract between yourself (as a natural or a legal person) and the company O&O Software GmbH (O&O) for the software product named above. By starting and using the software product, you declare your agreement with all conditions of the license agreement.

If you do not agree with the conditions of the license agreement, you are not entitled to install or use the software product. Should this be the case, you can return the software product along with a copy of the invoice or receipt to the distributor from whom the product was purchased in exchange for a full refund.

The software product is protected by copyright laws and international copyright contracts as well as other laws and agreements concerning intellectual property.

IMPORTANT

The Microsoft® Windows® Preinstallation Environment software included with this device or software may be used for boot, diagnostic, setup, restoration, installation, configuration, test or disaster recovery purposes only.

NOTE: THIS SOFTWARE CONTAINS A SECURITY FEATURE THAT WILL CAUSE END USER'S SYSTEM TO REBOOT WITHOUT PRIOR NOTIFICATION TO THE END USER AFTER 24 HOURS OF CONTINUOUS USE.

1. Subject of Agreement

The subject of this agreement is the computer program, the description thereof and the user manual as well as any other accompanying written material. This will henceforth also be referred to as "software".

O&O wishes to point out that, at the current state of technology, it is not possible to create software that works perfectly in all applications and combinations. The subject of this contract is therefore a software program that is fit for the purposes detailed in the description and the user manual.

2. License Granting

For the duration of this contract, O&O grants you the simple, non-exclusive, and personal right (henceforth referred to as "license") to use a copy of the software on a single computer. The repeated use of this software on multiple computers is prohibited (Floating License), unless otherwise explicitly stated.

This product can only be used in accordance with the specific license purchased. The O&O RescueBox 5 is available in

O&O RescueBox 5 Personal Edition

You are authorized to use the software product on only one computer. The use of this license in conjunction with services provided for a third-party is prohibited and is in violation of the software license agreement. Additional limitations for this software product may apply. For more information on this, please consult the software's documentation provided with the product.

3. Description of further rights and limits

The license-holder is prohibited from;

- (a) Altering, translating, reverse-developing, decompiling or disassembling the software without the advance written permission of O&O
- (b) creating products derived from the software or making copies of the written

material, translating or altering the written material or creating products derived from the written material

- (c) distributing copies of the software to third parties
- (d) changing or removing the copyright mark on the copies of the software
- (e) renting out, - or lending the software

The license holder is permitted to transfer all rights from this license agreement permanently to another person, provided that the recipient also agrees to all conditions of this license.

The license holder must use the software only in compliance with all relevant laws.

4. Ownership of rights

Any ownership rights applying to the software, including but not limited to copyright laws, belong to O&O Software and those proprietors of any additional or integrated software included in this product. Any rights not explicitly claimed are reserved by O&O and those proprietors of any additional or integrated software included in this product.

The purchase of a license for a product simply grants a right to use the software as described in the conditions of the license agreement. This does not imply a right to the software itself. In particular, O&O reserves all publication, multiplication, processing and utilization rights to the software.

5. Reproduction

The software and accompanying written material are protected by copyright laws. The user has the right to create copies of the software for back-up and archiving purposes. He or she is thereby also obliged to reproduce O&O's copyright mark on the physical medium or in the program. A copyright mark present in the software may not be removed. Copying or reproducing the software in original or altered form, or merged with or included in other software, is explicitly forbidden.

6. Length of the Agreement

This agreement is valid indefinitely. The right of a license-holder to use this software is removed automatically and without notice if he or she violates one of the terms of this agreement. At the end of the period of right to use, the license-holder is obliged to destroy the software, all copies of the software, and the written material.

7. Compensation for Breach of Contract

O&O would like to point out that you are responsible for any damages arising from breach of copyright if you violate these contract terms.

8. Changes and Updates

O&O is entitled to update the software as it wishes. O&O is not obliged to make updated versions available to license holders who have not registered their product with O&O, or who have not paid the update fee. Any additional program code that is made available to you as an update is considered a part of the software and is therefore subject to the terms of this agreement.

9. O&O's Guarantees and Responsibility

- (a) O&O guarantees the original license-holder that the data medium carrying the software is free of errors at the point of delivery, assuming normal operating conditions and a normal level of maintenance.
- (b) If the delivered data carrier is faulty, the purchaser can demand a replacement during the 24-month guarantee period. For this, he or she must return the data carrier, any back-up copies and the written material along

- with a copy of the invoice or receipt to O&O or to the dealer where the product was purchased.
- (c) If a fault as described in clause 9 b is not corrected by means of a replacement delivery within a reasonable time period, the purchaser can demand either that the sale price be reduced or that the contract be canceled.
- (d) For these reasons and for those mentioned in clause 1 of this contract, O&O accepts no responsibility for mistakes in the software. In particular, O&O does not guarantee that the software will meet the particular requirements and demands of the purchaser or that it will function together with other software he or she has chosen. The purchaser is responsible for the correct choice of software and the consequences of the use of that software, as well as the results aimed at or intended. The same principle applies to the written material that accompanies the software. If the software is fundamentally unfit for use as described in clause 1, the customer has the right to cancel the contract. O&O has the same right should the creation of software that is fundamentally fit for use as described in clause 1 not be practically possible.
- (e) O&O is not responsible for any damages, unless such damages are caused deliberately or arise from gross negligence on the part of O&O. In contracts with traders, an assumption of responsibility for gross negligence is excluded. This does not apply to assurances by O&O that refer to specific characteristics. Responsibility for damages not included in such an assurance will not be accepted.

10. Competency

If the license-holder is a registered merchant under German law, the law that applies to this contract is the law of the Federal Republic of Germany. In this case, the state and federal courts of the Federal Republic of Germany assume responsibility.

If you have any questions regarding the licensing of O&O software or you wish to contact O&O, please get in touch with us as follows:

O&O Software GmbH

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 Email: info@oo-software.com
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END USER LICENSE AGREEMENT FOR O&O DISKIMAGE 3 EXPRESS, PROFESSIONAL, SPECIAL WORKSTATION AND SERVER EDITIONS

Important – please read carefully

This end user license agreement is, PRIOR TO APPLICATION OF THE PROGRAM, a legally binding contract between you (as a natural or legal individual) and the company O&O Software GmbH (O&O) for the software product named above. By installing the software product, you declare your acceptance of all the conditions in this license agreement.

If you do not agree with the conditions of the license agreement, you are not entitled to install or use the software product. In this event, you may return the software product, together with a copy of the invoice/receipt, to O&O or the Dealer, from whom you made the purchase, for a full refund of the sales price.

The software product is protected by copyright laws and international copyright contracts as well as other laws and agreements concerning intellectual property.

IMPORTANT NOTICE

This notice only applies to O&O DiskImage Professional, Workstation und Server Editions. The Microsoft® Windows™ Preinstallation Environment is not part of the O&O DiskImage Express Edition! The Microsoft® Windows™ Preinstallation Environment contained in this hardware or this software may only be used for starting, diagnosing, setup, restoration, installation, configuration, testing or disaster recovery.

PLEASE NOTE: THE MICROSOFT® WINDOWS™ PREINSTALLATION ENVIRONMENT SOFTWARE IS THE BASIS FOR STARTING THE DISKIMAGE CD. IT CONTAINS A SAFEGUARD WHICH AUTOMATICALLY RESTARTS A COMPUTER WITHOUT PRIOR NOTIFICATION AFTER 72 HOURS OF UNINTERRUPTED USE.

1. SUBJECT OF THE CONTRACT; SYSTEM REQUIREMENTS

The subject of this contract is the computer program, the description thereof and the User's Guide as well as any other accompanying written material. This will henceforth also be referred to as "software". O&O wishes to point out that, in light of the current state of technology, it is not possible to create software that works perfectly in all applications and combinations. The subject of this contract is therefore a software program that is fit for the purposes detailed in the description and the User's Guide.

O&O DISKIMAGE EXPRESS EDITION:

The software requires the Windows 2000 Professional or Windows XP (all editions) or Windows Vista operating systems (all editions). Usage within the terms of this contract is not achieved without the application of these operating systems. Running the program over a network management is not possible.

O&O DISKIMAGE PROFESSIONAL EDITION AND SPECIAL EDITION:

The software requires the Windows 2000 Professional or Windows XP (all editions) or Windows Vista operating systems (all editions). Usage within the terms of this contract is not achieved without the application of these operating systems. Running the program over a network management is not possible.

O&O DISKIMAGE EXPRESS EDITION:

The software requires the Windows 2000 Professional or Windows XP (all editions) or Windows Vista operating systems (all editions). Usage within the terms of this contract is not achieved without the application of these operating systems. The O&O DiskImage Workstation Edition may be used on computers with or without the user interface. You are entitled to run this program over the separately obtainable network manager "O&O Enterprise Management Console Version 2" or higher.

O&O DISKIMAGE SERVER EDITION:

The software requires the Windows 2000 Professional, Windows Server 2003 (all editions), Windows XP (all editions), Windows Vista operating systems (all editions) or Windows Server 2008 (all editions). Usage within the terms of this contract is not achieved without the application of these operating systems. The O&O DiskImage Workstation Edition may be used on computers with or without the user interface. You are entitled to run this program over the separately obtainable network manager "O&O Enterprise Management Console Version 2 or higher".

2. LICENSE GRANTING

O&O grants you the simple, non-exclusive (henceforth referred to as "License") right to use a copy of the software on a single computer for the duration of this contract. If this single computer is a multi-user system, this right applies to all users of the system. As Licensee you may transfer software in physical form (i.e., saved on a storage volume), from one computer to another, provided that it is always used on one computer at a time only. Any further application, particularly copying, parallel installation and application on various computers is not permitted.

CREATION AND RESTORATION OF IMAGES

For the creation and restoration of images with the use of O&O DiskImage, a license for the source

computer as well as an additional license for every target computer must exist. If source and target computer are one and the same, a single license will fulfill the previous conditions.

3. TEST VERSION, LICENSE FEE

You are entitled to test the software for a period of 30 days, free of charge and without any obligation. If you wish to use the software beyond this 30 day period, the corresponding license must be purchased from O&O or your Dealer.

4. DESCRIPTION OF FURTHER RIGHTS AND LIMITATIONS

You may not sell, rent, lease or donate the computer program, including the user manual and other accessories, to Third Parties. The translation of the ceded program codes back into other code forms (decompilation), and any form of reversing development of various manufacturing phases of the software (Reverse Engineering), is prohibited. Information about the interface required for producing the interoperability of an independently created computer program may be obtained from the Manufacturer for a fee.

The removal of an anti-copy device is prohibited. The anti-copying device may be removed from the program in order to secure its full operability only when the anti-copying device inhibits or prevents the interference-free use of the program, and the Supplier, in spite of receiving corresponding notification from the user containing a precise description of the interference, cannot or doesn't wish to, correct the interference within a reasonable amount of time. The user carries the burden of proof concerning the impairment or limitation of interference-free usage caused by the anti-copying device

Changes to the program, other than those named above, especially when done to resolve other problems or to expand its range of features, are only permitted when the altered program is intended for purely personal use. Purely personal use, in the context of this regulation, consists primarily of private usage. Purely personal use may also include the application for professional or commercial purposes, providing these are limited to you and are not to be directed toward any kind of external commercial activity.

The activities mentioned in the previous paragraph may only be transferred to a commercially active Third Party standing in a potentially competitive relationship to the program manufacturer, when the program manufacturer is not seeking to receive an adequate fee for the desired changes to the program. The manufacturer will be granted a reasonable amount of time to examine the transfer of the contract.

Copyright mentions, serial numbers, as well as miscellaneous criteria serving as program identification may neither be removed nor altered under any circumstances.

5. LENGTH OF AGREEMENT

The granting of the license is valid for the term length of legal copyrights. The license automatically loses its effectiveness, without notice, if you violate any of the terms of this agreement. In the event of termination, you are required to destroy the computer program as well as all copies of it. You may terminate the license contract at any time by destroying the computer program and all copies of it.

6. COMPENSATION FOR BREACH OF CONTRACT

O&O wishes to point out that you are responsible for all damages arising from, among other things, breach of copyright that O&O suffers as result of your violating the conditions of this agreement or the law.

7. CHANGES AND UPDATES

O&O is entitled to update the software as it wishes. O&O is not obliged to make updated versions available to license holders who have not registered their product with O&O, or who have not paid the update fee. Any additional software code that is made available to you as an update is considered a part of the software and is therefore subject to the terms of this agreement.

8. WARRANTY AND LIABILITY OF O&O

- a) O&O guarantees the original Licensee that the storage volume carrying the software is free of errors at the point of delivery, assuming normal operating conditions and a normal level of

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- b) maintenance during its material performance.
- c) Should the delivered storage volume be defective, the Buyer can demand a replacement during a warranty period of 24 months starting from delivery. For this purpose he must return the storage volume, including any possibly created images and written materials, along with a copy of the invoice/receipt to O&O or the Dealer from whom the product was purchased.
- c) Should an error, as described in section 8b, remain uncorrected through delivery of a replacement within a fair amount of time, the Buyer can, at his preference, either demand a reduction of the sales price or a cancellation of the contract.

9. LIMITED LIABILITY

We assume unlimited liability for damages such as defects of title and missing warranted characteristics. The liability for initial incapacity, default or impossibility, will be limited to five times the license fee as well as to those damages which must be calculated as occurring within the normal course of a computer program installation.

We assume, in all other instances, for ourselves and on behalf of our legal agents and executive officers, unlimited liability for malice and gross negligence only. For the negligence of other vicarious agents, we assume only the amount due for liability related to initial incapacity, as described in the preceding paragraph.

For slight negligence we are only liable to the extent that a duty is not violated which has special meaning for the fulfillment of the contract, which gives the contract its character and in which you may trust (Cardinal Duty). For violation of the Cardinal Duty, the limitation for liability should apply to initial incapacity, as described in paragraph 1 of this section concerning liability.

Damages for data loss will be restricted to the typical recovery costs incurred in an environment where regular and appropriate backup copies have been created.

Liability under the (German) Product Liability Law remains unaffected (§ 14 ProdHG).

10. COMPENTENCY

This license agreement is subject to the laws of the Federal Republic of Germany. In the event you are not a private individual or a resident of the Federal Republic of Germany, we agree that the district court in Berlin will be the competent court for litigation arising from this contract.

If you have any questions concerning the O&O Software License Agreement or wish to speak with O&O, please get in touch with us.

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END USER LICENSE AGREEMENT FOR O&O PARTITIONMANAGER 2 PROFESSIONAL EDITION

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This end user license agreement is, PRIOR TO APPLICATION OF THE PROGRAM, a legally binding contract between you (as a natural or legal individual) and the company O&O Software GmbH (O&O) for the software product named above. By installing the software product, you declare your acceptance of all the conditions in this license agreement.

If you do not agree with the conditions of the license agreement, you are not entitled to install or use the software product. In this event, you may return the software product, together with a copy of the invoice/receipt, to O&O or the Dealer from whom you made the purchase, for a full refund of the sales price.

The software product is protected by copyright laws and international copyright contracts as well as other laws and agreements concerning intellectual property.

IMPORTANT NOTICE

The Microsoft® Windows™ Preinstallation Environment contained in this hardware or this software may only be used for starting, diagnosing, setup, restoration, installation, configuration, testing or disaster recovery.

PLEASE NOTE: THE MICROSOFT® WINDOWS™ PREINSTALLATION ENVIRONMENT SOFTWARE IS THE BASIS FOR STARTING THE O&O PARTITIONMANAGER CD. IT CONTAINS A SAFEGUARD WHICH AUTOMATICALLY RESTARTS A COMPUTER WITHOUT PRIOR NOTIFICATION AFTER 72 HOURS OF UNINTERRUPTED USE.

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O&O PARTITIONMANAGER PROFESSIONAL EDITION:

The software requires the operating systems Windows 2000 Professional, Windows XP (all editions) or Windows Vista (all editions). Usage within the terms of this contract is not achieved without the application of these operating systems.

2. License granting

O&O grants you the simple, non-exclusive (henceforth referred to as "License") right to use a copy of the software on a single computer for the duration of this contract. If this single computer is a multi-user system, this right applies to all users of the system.

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